

# CITY COUNCIL AGENDA ITEM COVER MEMO

Agenda Item Number \_\_\_\_\_

Meeting Type: Regular

Meeting Date: 1/24/2013

Action Requested By:  
Engineering

Agenda Item Type  
Resolution

Subject Matter:

Agreement with F. W. Developers, Inc.

Exact Wording for the Agenda:

Resolution authorizing the Mayor to enter into a Real Estate Purchase Agreement between the City of Huntsville and F. W. Developers, Inc. for North-South Connector Road Between Huntsville-Browns Ferry Road and along U. S. Highway 72, Project No. 65-11-RD01

**Note: If amendment, please state title and number of the original**

Item to be considered for: Action

Unanimous Consent Required: No

Briefly state why the action is required; why it is recommended; what Council action will provide, allow and accomplish and; any other information that might be helpful.

Real Estate purchase agreement for Right-of-Way for the North-South Connector Road project for a total contract amount of \$38,000.00. Account No. 23-6500-0813-8110

Associated Cost:

Budgeted Item: Select...

MAYOR RECOMMENDS OR CONCURS: Select...

Department Head: 

Date:

# ROUTING SLIP CONTRACTS AND AGREEMENTS

Originating Department: **Engineering**

Council Meeting Date: **1/24/2013**

Department Contact: **Lynn Majors**

Phone # **256-427-5201**

Contract or Agreement: **Real Estate Purchase Agreement**

Document Name: **F.W. Developers- Project No. 65-11-RD01**

City Obligation Amount: **\$38,000.00**

Total Project Budget: **\$38,000.00**

Uncommitted Account Balance: **0**

Account Number: **23-6500-0813-8110**

## Procurement Agreements

<b><u>Not Applicable</u></b>	<b><u>Not Applicable</u></b>
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## Grant-Funded Agreements

<b><u>Not Applicable</u></b>	<b>Grant Name:</b>
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Department	Signature	Date
1) Originating	<i>Kathy Martin</i>	1-14-13
2) Legal	<i>Wendy C. Cates</i>	1-17-13
3) Finance	<i>[Signature]</i>	1/17/13
4) Originating		
5) Copy Distribution		
a. Mayor's office (1 copies)		
b. Clerk-Treasurer (Original & 2 copies)		

**RESOLUTION NO. 13-\_\_\_\_\_**

**BE IT RESOLVED** by the City Council of the City of Huntsville, Alabama, that the Mayor be, and is hereby authorized to enter into an Agreement to Purchase with F. W. Developers, Inc. for North-South Connector Road Between Huntsville-Browns Ferry Road and along U. S. Highway 72, Project No. 65-11-RD01, on behalf of the City of Huntsville, a municipal corporation in the State of Alabama, which said agreement is substantially in words and figures similar to that certain document attached hereto and identified as "Real Estate Purchase Agreement between the City of Huntsville and F. W. Developers, Inc." consisting of four (4) pages plus eleven (11) additional pages consisting of Exhibits A-E and the date of January 24, 2013, appearing on the margin of the first page, together with the signature of the President or President Pro Tem of the City Council, an executed copy of said document being permanently kept on file in the Office of the City Clerk-Treasurer of the City of Huntsville, Alabama.

**ADOPTED** this the 24th day of January, 2013.

\_\_\_\_\_  
President of the City Council of  
the City of Huntsville, Alabama

**APPROVED** this the 24th day of January, 2013.

\_\_\_\_\_  
Mayor of the City of  
Huntsville, Alabama

**AGREEMENT TO PURCHASE**

**THE CITY OF HUNTSVILLE**, an Alabama municipal corporation (hereinafter referred to as "Buyer" or the "City") agrees to purchase the real property and utility and drainage easement, described in Paragraph 1 below, from **F.W. DEVELOPERS, INC.**, a corporation (the "Seller"), which agrees to sell the same on the agreement and covenants set forth herein. In consideration of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt of such by Seller is hereby acknowledged, the parties hereby agree as follows:

1. Sale and Purchase

Seller shall sell and Buyer shall purchase, pursuant to the agreements and covenants herein, (a) fee simple title to a portion of the property located near U.S. Highway 72 in Huntsville, Limestone County, Alabama, for a Right-of-Way as more particularly described in attached **Exhibit "A"** ("Tract 1") and (b) two (2) Utility and Drainage Easements ("Tracts 2 & 3") over the land particularly described in attached **Exhibit "B"**. A map or plat of Tracts 1, 2, and 3 is attached as **Exhibit "C"**. All three exhibits are hereby incorporated herein by reference.

2. Purchase Price

The Purchase Price for Tracts 1, 2, and 3 collectively shall be Thirty Eight Thousand and no/100 Dollars (\$38,000.00) which shall be payable at Closing.

3. Conditions of Sale

This Agreement to Purchase is subject to approval by the City Council within 30 days from the date it is executed by Seller. If not so approved, this Agreement to Purchase shall become and be null and void and unenforceable.

4. Title

Title to the Right of Way shall be conveyed to Buyer by a General Warranty Deed substantially in the form as attached hereto as **Exhibit "D"**, conveying fee simple title to Buyer, free and clear of all liens, encumbrances and other matters affecting title except liens for taxes not yet due and payable, existing easements, minimum building setback lines and restrictions of record, and other matters that would be reflected by a current, accurate survey. Any existing mortgages on the Property shall be paid and/or partially satisfied at or prior to closing. The Utility and Drainage Easements shall be conveyed by Seller to Buyer by an instrument in substantially the same form as

attached **Exhibit "E,"** subject to liens for taxes not yet due and payable, existing easements, minimum building setback lines and restrictions of records, and other matters that would be reflected by a current, accurate survey.

5. Closing

Closing shall be within 14 days after the conditions set forth in Paragraph 3 have been satisfied. At the Closing:

- a. Seller shall pay any and all *ad valorem* taxes that are currently due and payable. Seller shall be responsible for the payment of all *ad valorem* taxes for its entire property for the following year.
- b. Seller shall deliver an Affidavit of no Liens and attesting to Seller's sole possession.
- c. Buyer shall pay for the cost of recording the deed, and for other costs of closing, excluding Seller's attorney's fees.
- d. Seller shall execute the instruments attached as Exhibits "D" and "E" and deliver the same to Buyer at Closing.

6. Broker

The Seller and Buyer acknowledge that no broker and/or finder arranged the sale of Seller's property on the terms and conditions contained herein. Seller and Buyer do hereby agree to indemnify each other from all loss, damage, cost or expense, including attorney's fees, that they may suffer as a result of any claim or action brought by any other broker, acting on behalf of Seller or Buyer, respectively.

7. Time of the Essence

Time is of the essence of this Agreement.

8. Attorney's Fees

In the event of a dispute between the parties pursuant to the terms of this Agreement, the prevailing party shall be entitled to collect reasonable attorney's fees.

9. Successors

All rights and obligations of Buyer and Seller under this Agreement shall inure of the benefit of and be binding upon all successors and assigns of each of them.

10. Amendment

No modification or amendment of this Agreement shall be of any force or effect unless in writing and executed by each party hereto. To the extent that escrow, closing or settlement instructions or other similar documents are inconsistent with the terms and conditions of the purchase and sales contained herein, this Agreement shall control and shall survive the recordation of any and all deeds.

11. Entire Agreement

This Agreement contains the entire Agreement between the parties. No promise, representation, warranty or covenant not included in this Agreement has been or is relied upon by either party. Each party has relied upon his own examination of the full Agreement and the provisions thereof and the warranties, representations and covenants expressly contained in the Agreement itself. The failure or refusal of either party to inspect the Agreement or other documents, or to obtain legal advice or other advice relevant to this transaction, constitutes a waiver or any objection, contention or claim that might have been based upon such reading, inspection or advice.

12. Interpretation

This Agreement shall be interpreted in accordance with Alabama law. Unless otherwise provided, all terms shall have the meaning given them in ordinary English usage and as customarily used. Words in the masculine gender include feminine and neuter. The paragraph headings and titles of this Agreement are not part of this Agreement, having been inserted for convenience of reference only, and shall have no effect upon the construction or interpretation of any part of this Agreement.

13. Counsel Acknowledgement.

The parties all acknowledge that the Buyer's counsel, SAMUEL H. GIVHAN, and the law firm of Wilmer & Lee, P.A. (collectively "Counsel") prepared this Agreement on behalf of and in the course of their representation of the Buyer. Wilmer & Lee, P.A., also represents Seller, directly and indirectly, along with its affiliates, in other matters, which would not be adverse to Buyer. For the purposes of this transaction, Counsel represents the City's interest and no other interests. All conflicts of interest due to Counsel's representation of the City and unrelated representation of the Seller are hereby waived.

IN WITNESS WHEREOF, the parties have caused this Agreement to Purchase to be executed on this 24th day of January, ~~2012~~ 2013.

BUYER:

**THE CITY OF HUNTSVILLE, ALABAMA**

By: \_\_\_\_\_  
Tommy Battle, Mayor

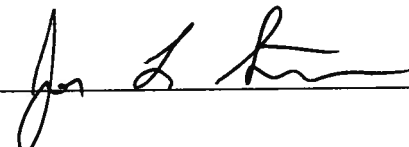
Attest: \_\_\_\_\_  
Charles Hagood, Clerk Treasurer

Date: January 24, 2013

SELLER:

**F.W. DEVELOPERS, Inc.**

  
\_\_\_\_\_  
Witness

By:  \_\_\_\_\_  
Its: President



Tract 1:

Said tract being a portion of that property conveyed to FW Developers, Inc in RLPY Book 2003, Page 71223 as recorded in the Office of the Probate Judge of Limestone County, Alabama, and being more particularly described as follows:

Commencing at the center of the north boundary of Section 35, Township 3 South, Range 3 West of the Huntsville Meridian; thence South 88 Degrees 53 Minutes 42 Seconds East a distance of 64.56 to a #5 rebar with a cap stamped "Garver Engineers CA#445" (typical) set on a curve to the right, having a radius of 2345.00 feet, the chord of which is South 26 Degrees 48 Minutes 02 Seconds West for a distance of 431.80 feet and the proposed right-of-way of the proposed N-S Connector Road, said point being the Point of Beginning having established grid coordinates of (N) 1545540.62, (E) 361233.64 of Zone East of the Alabama State Coordinate System;

Thence along said proposed right-of-way and the arc of said curve 432.41 feet to a #5 rebar set at the point of tangency of said curve; thence South 32 Degrees 04 Minutes 59 Seconds West a distance of 884.32 feet to a #5 rebar set at the point of curvature of a curve to the left, having a radius of 2255.00 feet, the chord of which is South 16 Degrees 47 Minutes 04 Seconds West for a distance of 1189.96 feet; thence along the arc of said curve 1204.22 feet to a #5 rebar set at the point of tangency of said curve; thence South 1 Degrees 29 Minutes 09 Seconds West a distance of 430.79 feet to a #5 rebar set on the south boundary of said FW Developers tract; thence leaving said proposed right-of-way and along said south boundary North 89 Degrees 00 Minutes 45 Seconds West a distance of 90.00 feet to a #5 rebar set; thence leaving said south boundary and along said proposed right-of-way North 1 Degrees 29 Minutes 09 Seconds East a distance of 431.57 feet to a #5 rebar set at the point of curvature of a curve to the right, having a radius of 2345.00 feet, the chord of which is North 16 Degrees 47 Minutes 04 Seconds East for a distance of 1237.46 feet; thence along the arc of said curve 1252.28 feet to a #5 rebar set at the point of tangency of said curve; thence North 32 Degrees 04 Minutes 59 Seconds East a distance of 884.32 feet to a #5 rebar set at the point of curvature of a curve to the left, having a radius of 2255.00 feet, the chord of which is North 27 Degrees 13 Minutes 38 Seconds East for a distance of 381.77 feet; thence along the arc of said curve 382.23 feet to a #5 rebar with set on the north boundary of said FW Developers tract; thence leaving said proposed right-of-way and along said north boundary South 88 Degrees 53 Minutes 42 Seconds East a distance of 96.30 feet to the POINT OF BEGINNING.

The above described tract contains 6.10 acres (265597.7 sq.ft.)



Tract 2:

Said tract being a portion of that property conveyed to FW Developers, Inc in RLPY Book 2003, Page 71223 as recorded in the Office of the Probate Judge of Limestone County, Alabama, and being more particularly described as follows:

Commencing at the center of the north boundary of Section 35, Township 3 South, Range 3 West of the Huntsville Meridian; thence South 88 Degrees 53 Minutes 42 Seconds East a distance of 64.56 to a #5 rebar with a cap stamped "Garver Engineers CA#445" (typical) set, said point being the Point of Beginning having established grid coordinates of (N) 1545540.62, (E) 361233.64 of Zone East of the Alabama State Coordinate System;

Thence South 88 Degrees 53 Minutes 42 Seconds East a distance of 21.33 feet to a #5 rebar set on a proposed Public Utility and Drainage Easement, said point being on a curve to the right, having a radius of 2365.00 feet, the chord of which is South 26 Degrees 42 Minutes 37 Seconds West for a distance of 442.89 feet; thence along said proposed easement and the arc of said curve 443.54 feet to the point of tangency of said curve; thence South 32 Degrees 04 Minutes 59 Seconds West a distance of 884.32 feet to the point of curvature of a curve to the left, having a radius of 2235.00 feet, the chord of which is South 16 Degrees 47 Minutes 04 Seconds West for a distance of 1179.41 feet; thence along the arc of said curve 1193.54 feet to the point of tangency of said curve; thence South 1 Degrees 29 Minutes 09 Seconds West a distance of 430.61 feet to the south boundary of said FW Developers tract; thence leaving said proposed easement and along said south boundary North 89 Degrees 00 Minutes 45 Seconds West a distance of 20.00 feet to a #5 rebar set on the proposed right-of-way of the Proposed North and South Connector; thence leaving said south boundary and along said proposed right-of-way North 1 Degrees 29 Minutes 09 Seconds East a distance of 430.79 feet to a #5 rebar set at the point of curvature of a curve to the right, having a radius of 2255.00 feet, the chord of which is North 16 Degrees 47 Minutes 04 Seconds East for a distance of 1189.96 feet; thence along the arc of said curve 1204.22 feet to a #5 rebar set at the point of tangency of said curve; thence North 32 Degrees 04 Minutes 59 Seconds East a distance of 884.32 feet to a #5 rebar set at the point of curvature of a curve to the left, having a radius of 2345.00 feet, the chord of which is North 26 Degrees 48 Minutes 02 Seconds East for a distance of 431.80 feet; thence along the arc of said curve 432.41 feet to the POINT OF BEGINNING.

The above described tract contains 1.36 acres (59037.5 sq.ft.)

Tract 3:

Commencing at the center of the north boundary of Section 35, Township 3 South, Range 3 West of the Huntsville Meridian; thence North 88 Degrees 53 Minutes 42 Seconds West a distance of 31.74 feet to a #5 rebar with a cap stamped "Garver Engineers CA#445" (typical) set on the proposed right-of-way of the proposed North and South Connector, said point being the Point of Beginning having established grid coordinates of (N) 1545542.48, (E) 361137.36 of Zone East of the Alabama State Coordinate System;

Thence along said proposed right-of-way and the arc of a curve to the right, having a radius of 2255.00 feet, the chord of which is South 27 Degrees 13 Minutes 38 Seconds West 381.77 feet, for a distance of 382.23 feet to a #5 rebar set at the point of tangency of said curve; thence South 32 Degrees 04 Minutes 59 Seconds West a distance of 884.32 feet to a #5 rebar set at the point of curvature of a curve to the left, having a radius of 2345.00 feet, the chord of which is South 16 Degrees 47 Minutes 04 Seconds West for a distance of 1237.46 feet; thence along the arc of said curve 1252.28 feet to a #5 rebar set at the point of tangency of said curve; thence South 1 Degrees 29 Minutes 09 Seconds West a distance of 431.57 feet to a #5 rebar set on the south boundary of said FW Developers tract; thence leaving said proposed right-of-way and along said south boundary North 89 Degrees 00 Minutes 45 Seconds West a distance of 20.00 feet to a point on a proposed Public Utility and Drainage Easement; thence leaving said south boundary and along said proposed easement North 1 Degrees 29 Minutes 09 Seconds East a distance of 431.74 feet to a #5 rebar set at the point of curvature of a curve to the right, having a radius of 2365.00 feet, the chord of which is North 16 Degrees 47 Minutes 04 Seconds East for a distance of 1248.01 feet; thence along the arc of said curve 1262.97 feet to a #5 rebar set at the point of tangency of said curve; thence North 32 Degrees 04 Minutes 59 Seconds East a distance of 884.32 feet to a #5 rebar set at the point of curvature of a curve to the left, having a radius of 2235.00 feet, the chord of which is North 27 Degrees 19 Minutes 37 Seconds East for a distance of 370.62 feet; thence along the arc of said curve 371.05 feet to a point on the north boundary of said FW Developers tract; thence leaving said proposed easement and along said north boundary South 88 Degrees 53 Minutes 42 Seconds East a distance of 21.48 feet to the POINT OF BEGINNING.

The above described tract contains 1.35 acres (59004.77 sq.ft.)

**RESEARCH MATTER**

- [illegible]

BURGESS JEFFREY THOMAS &  
JACOB SCOTT BURGESS  
143 V BENDISGARY RD  
11663 BURGESS ROAD  
MADISON, AL 35756  
RLPY Book 2003, Page 7094

# MADISON CITY LIMITS

## HUNTSVILLE CITY LIMITS

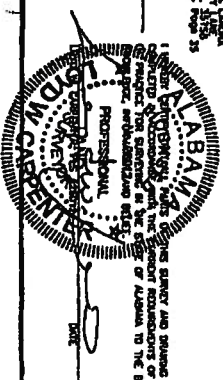
## HUNTSVILLE CITY LIMITS

## MADISON CITY LIMITS

WILLIAM HOWARD GRAY JR & PATRICIA  
MCDOUGALL JR 12615  
20214 WILKINSON LAKE  
MOBILE, AL 36686

VEN CHIE--OLDEN PAUN HPU GILANG--  
2 CUB & HATTIE WILSON  
17135 HENDONSON CIRC  
GAINESVILLE, FL 32606  
Deed Book 2636. Page 45

SYNOPSIS PRECISELY & LAUDABLY  
2780 WILKINSON LANE  
MADISON, AL 35758  
Dead Book 2840. Page 35  
REDAK FOUND



1. **REPAIR OF OVERSIGHT** POINTS OF VIEW: BANKS AND DRAMAS HAVE BEEN COMPLETED AND APPROVED WITH THE HIGHEST REQUIREMENTS OF THE STANDARDS OF PRACTICE FOR SURVIVAL IN THE BEST OF ALUMNA TO THE BEST OF MY

BEARINGS SHOWN HEREON ARE REFERENCED TO GRID NORTH AS DEFINED BY THE ALABAMA STATE PLANE COORDINATE SYSTEM (EAST ZONE)

MAGNET TACT - 104-1		ADRES (443)702,000 S.F.,1	
FOR ACQUIRED - 8.10	ADRES (1935)97,175 S.F.,1		
P.O.B.C. - 1.18	ADRES (1935)97,175 S.F.,1		
RECOUNT - 54.92	ADRES (1245)04,417 S.F.,1		
RECOUNT - 54.92	ADRES (1245)04,417 S.F.,1		
TOTAL - 98.21	ADRES (4374)44,200 S.F.,1		

PARENT TRACT PER SURVEY OF LOCALLY ACCEPTED PROPERTY CONCEPTS  
PUDS AREA NOT INCLUDED IN REVENUE CALCULATION.

**CURRENT OWNER:**

FW DEVELOPERS INC  
690 DISCOVERY DR.  
HUNTSVILLE, AL 35806



**GARVER**  
13254 Research Pkwy  
Dallas, TX 75244  
214/343-8200  
Fax: 214/343-8201  
www.garver.com

**City of Huntsville**  
**PROPOSED N-S Connector Road**  
**Limestone County, Huntsville, Alabama**

**SECTION 35 TOWNSHIP 3**  
**SOUTH, RANGE 3 WEST, LIMESTONE**  
**COUNTY, AL**

JOB NO.: 10057210 DATE: JAN, 2011 CHECKED BY: LNC DRAWN BY: LNC	RIGHT-OF-WAY PUBLIC UTILITY & DRAINAGE EASEMENT ACQUISITION SURVEY
SHEET 1 of 4	PLAT 4

REV.	DATE	DESCRIPTION	BY
1	3/14/11	PUBLIC UTILITY & DRAINAGE EASTMONT	LIVE ACB

THIS INSTRUMENT PREPARED BY:  
PLEASE RECORD AND RETURN TO:

HOLLADAY DRIVE/N-S Connector Road  
PROJECT NO.: 65-11-RD01  
ROW - Reference Plat 4

Samuel H. Givhan  
Wilmer & Lee, P.A.  
100 Washington Street, Suite 200  
Huntsville, Alabama 35801  
(256) 533-0202

STATE OF ALABAMA

COUNTY OF LIMESTONE

THIS CONVEYANCE made and entered into on this the \_\_\_\_\_ day of \_\_\_\_\_, 2011, by and between **F.W. DEVELOPERS, INC., an Alabama corporation**, as Grantor, and the **CITY OF HUNTSVILLE**, as Grantee.

**WITNESSETH:** That the Grantor, for and in consideration of the sum of Ten and No/100 (\$10.00) Dollars, and other good and valuable consideration to the Grantor, in hand paid by the Grantee, the receipt whereof is hereby acknowledged, has this day given, granted, bargained, sold and conveyed and does by these presents give, grant, bargain, sell and convey unto the said Grantee, its successors and assigns, fee simple title to property situated in Limestone County, Alabama, particularly described as follows:

**SEE EXHIBIT "A" ATTACHED HERETO AND INCORPORATED HEREIN.**  
A drawing of the project is also attached as Exhibit "B."

**SUBJECT TO EASEMENTS AND RESTRICTIONS OF RECORD.**

**AND THE SAID** Grantor does for itself and its heirs, successors, and assigns, covenant with the said Grantee, its successors and assigns, that it is lawfully seized in fee simple of said premises; that the same is free from all encumbrances, except current ad valorem taxes, and easements, ways, and building setback lines of record; that it has a good right to sell and convey the same as aforesaid; that it will forever warrant and defend the same to the said Grantee, its successors and assigns, forever, against the lawful claims of all persons, except as aforesaid.

Grantor shall be responsible for the payment of ad valorem taxes on the property conveyed herein for the current tax year.

**TO HAVE AND TO HOLD** the above-described property unto the Grantee, and to its successors and assigns, forever.

IN WITNESS WHEREOF, the said Grantor, by its duly authorized officer, who is authorized to execute this conveyance, has hereunto executed and delivered the same on the date first above written.

GRANTOR:

F.W. DEVELOPERS, INC.

By: \_\_\_\_\_  
(print)

Its: \_\_\_\_\_

STATE OF \_\_\_\_\_)

COUNTY OF \_\_\_\_\_)

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that \_\_\_\_\_, whose name is signed to the foregoing conveyance, as \_\_\_\_\_ of F.W. DEVELOPERS, INC., and who is known to me, acknowledged before me on this day that, being informed of the contents of the conveyance he/she, as such officer and with full authority, executed the same voluntarily for and as the act of said Corporation on the day the same bears date.

Given under my hand and official seal on the \_\_\_\_\_ day of \_\_\_\_\_, 2012.

\_\_\_\_\_  
Notary Public

My Commission Expires: \_\_\_\_\_

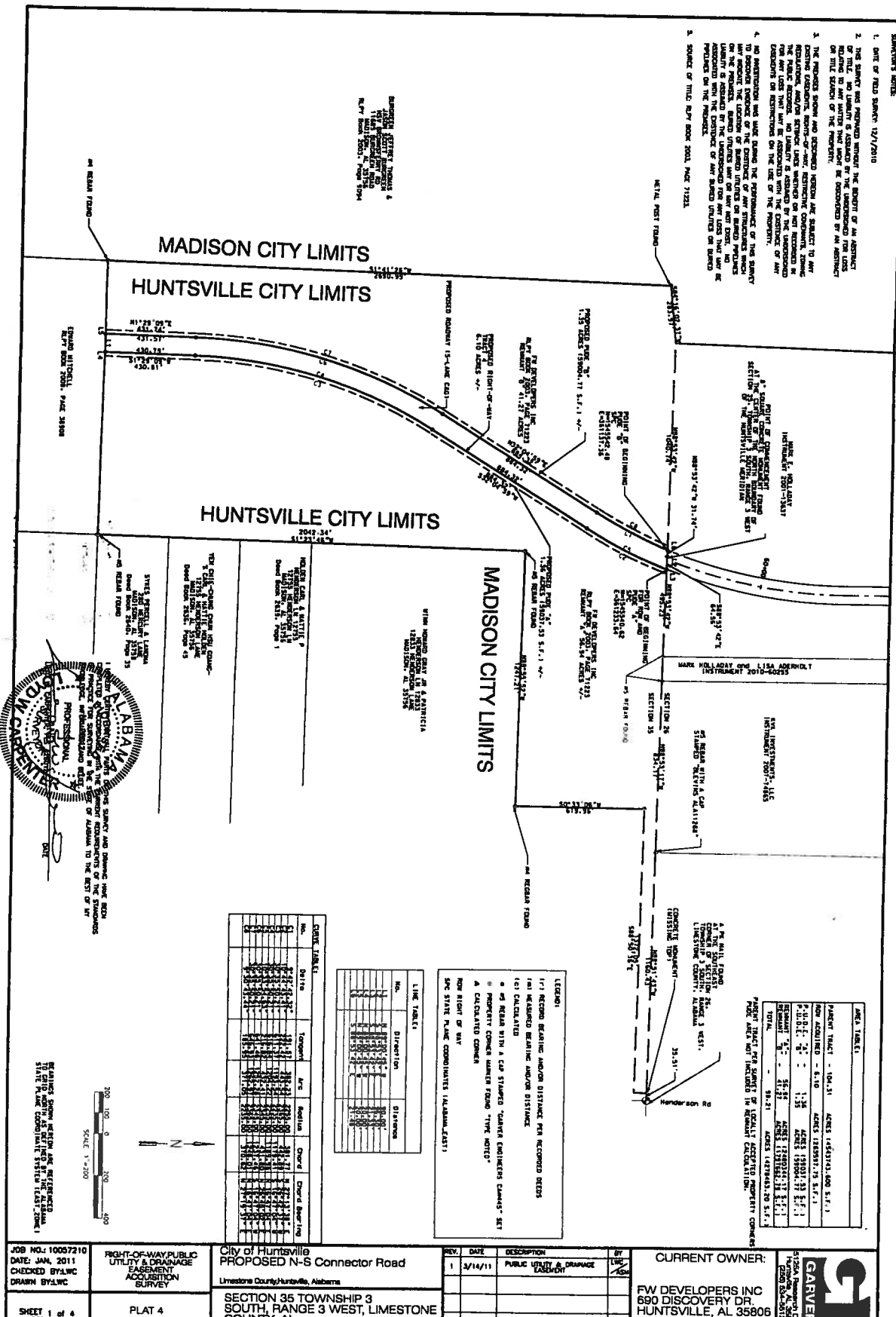
SAM:GTY\DEEDS\Holladay\fw.developers.row.reference.plat.4.doc

Said tract being a portion of that property conveyed to FW Developers, Inc in RLPY Book 2003, Page 71223 as recorded in the Office of the Probate Judge of Limestone County, Alabama, and being more particularly described as follows:

Commencing at the center of the north boundary of Section 35, Township 3 South, Range 3 West of the Huntsville Meridian; thence South 88 Degrees 53 Minutes 42 Seconds East a distance of 64.56 to a #5 rebar with a cap stamped "Garver Engineers CA#445" (typical) set on a curve to the right, having a radius of 2345.00 feet, the chord of which is South 26 Degrees 48 Minutes 02 Seconds West for a distance of 431.80 feet and the proposed right-of-way of the proposed N-S Connector Road, said point being the Point of Beginning having established grid coordinates of (N) 1545540.62, (E) 361233.64 of Zone East of the Alabama State Coordinate System;

Thence along said proposed right-of-way and the arc of said curve 432.41 feet to a #5 rebar set at the point of tangency of said curve; thence South 32 Degrees 04 Minutes 59 Seconds West a distance of 884.32 feet to a #5 rebar set at the point of curvature of a curve to the left, having a radius of 2255.00 feet, the chord of which is South 16 Degrees 47 Minutes 04 Seconds West for a distance of 1189.96 feet; thence along the arc of said curve 1204.22 feet to a #5 rebar set at the point of tangency of said curve; thence South 1 Degrees 29 Minutes 09 Seconds West a distance of 430.79 feet to a #5 rebar set on the south boundary of said FW Developers tract; thence leaving said proposed right-of-way and along said south boundary North 89 Degrees 00 Minutes 45 Seconds West a distance of 90.00 feet to a #5 rebar set; thence leaving said south boundary and along said proposed right-of-way North 1 Degrees 29 Minutes 09 Seconds East a distance of 431.57 feet to a #5 rebar set at the point of curvature of a curve to the right, having a radius of 2345.00 feet, the chord of which is North 16 Degrees 47 Minutes 04 Seconds East for a distance of 1237.46 feet; thence along the arc of said curve 1252.28 feet to a #5 rebar set at the point of tangency of said curve; thence North 32 Degrees 04 Minutes 59 Seconds East a distance of 884.32 feet to a #5 rebar set at the point of curvature of a curve to the left, having a radius of 2255.00 feet, the chord of which is North 27 Degrees 13 Minutes 38 Seconds East for a distance of 381.77 feet; thence along the arc of said curve 382.23 feet to a #5 rebar with set on the north boundary of said FW Developers tract; thence leaving said proposed right-of-way and along said north boundary South 88 Degrees 53 Minutes 42 Seconds East a distance of 96.30 feet to the POINT OF BEGINNING.

The above described tract contains 6.10 acres (265597.7 sq.ft.)





THIS INSTRUMENT PREPARED BY:

HOLLADAY DRIVE/N-S Connector Road  
PROJECT NO.: 65-11-RD01  
U&D Easements - Reference Plat 4

PLEASE RECORD AND RETURN TO:

Samuel H. Givhan  
Wilmer & Lee, P.A.  
100 Washington Street, Suite 200  
Huntsville, Alabama 35801  
(256) 533-0202

STATE OF ALABAMA )  
COUNTY OF LIMESTONE )

### UTILITY AND DRAINAGE EASEMENTS

**THIS CONVEYANCE** made and entered into on this the \_\_\_\_\_ day of \_\_\_\_\_, 2012, by and between **F.W. DEVELOPERS, INC., an Alabama corporation**, as Grantor, and the **CITY OF HUNTSVILLE**, a municipal corporation within the State of Alabama, as Grantee.

**WITNESSETH:** That the Grantor, for and in consideration of the sum of Ten and No/100 (\$10.00) Dollars, and other good and valuable consideration to the Grantor in hand paid by the Grantee, the receipt whereof is hereby acknowledged, has this day given, granted, bargained, sold and conveyed and does by these presents give, grant, bargain, sell and convey unto the said Grantee, its successors and assigns, two (2) perpetual easements for utilities, drainage and sanitary sewer on, over, along, across, under and through the lands of the Grantor situated in Limestone County, Alabama, particularly described as follows:

**SEE EXHIBIT "A" (consisting of two tracts) ATTACHED HERETO AND INCORPORATED HEREIN.**

for the establishment, construction, installation, maintenance, repair, operation, use, replacement, relocating, upgrading, changing the size of and/or removal, at all or any time(s), of such improvements, facilities, equipment, fixtures, and appurtenances as may be necessary for the provision of electricity, telephone, cable television, communication and information services, water, gas, sanitary sewer and storm drainage, and any and all other utilities, together with the unimpaired right of entry and re-entry from time to time as occasion may require; the right to control, channel and/or discharge stormwater; the right to maintain said easement granted clear of trees, undergrowth and brush; and other purposes not inconsistent with the rights herein granted, with all the rights and privileges necessary or convenient for the full enjoyment and use thereof, for all the purposes above stated.

A drawing of the project is attached hereto as Exhibit "B."

Subject to Easements, Restrictions and Rights-of-Way of record.

**TO HAVE AND TO HOLD** the above-described rights, privileges, and easements unto the City of Huntsville, a municipal corporation, and to its successors and assigns, forever.

IN WITNESS WHEREOF, the said Grantor, by its duly authorized officer, who is authorized to execute this conveyance, has hereunto executed and delivered the same on the date first above written.

GRANTOR:

F.W. DEVELOPERS, INC.

By: \_\_\_\_\_  
\_\_\_\_\_  
(print)

Its: \_\_\_\_\_



STATE OF \_\_\_\_\_)

COUNTY OF \_\_\_\_\_)

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that \_\_\_\_\_, whose name is signed to the foregoing conveyance, as \_\_\_\_\_ of F.W. DEVELOPERS, INC., and who is known to me, acknowledged before me on this day that, being informed of the contents of the conveyance he/she, as such officer and with full authority, executed the same voluntarily for and as the act of said Corporation on the day the same bears date.

Given under my hand and official seal on the \_\_\_\_ day of \_\_\_\_\_, 2012.

\_\_\_\_\_  
Notary Public

My Commission Expires: \_\_\_\_\_

Said tract being a portion of that property conveyed to FW Developers, Inc in RLPY Book 2003, Page 71223 as recorded in the Office of the Probate Judge of Limestone County, Alabama, and being more particularly described as follows:

Commencing at the center of the north boundary of Section 35, Township 3 South, Range 3 West of the Huntsville Meridian; thence South 88 Degrees 53 Minutes 42 Seconds East a distance of 64.56 to a #5 rebar with a cap stamped "Garver Engineers CA#445" (typical) set, said point being the Point of Beginning having established grid coordinates of (N) 1545540.62, (E) 361233.64 of Zone East of the Alabama State Coordinate System;

Thence South 88 Degrees 53 Minutes 42 Seconds East a distance of 21.33 feet to a #5 rebar set on a proposed Public Utility and Drainage Easement, said point being on a curve to the right, having a radius of 2365.00 feet, the chord of which is South 26 Degrees 42 Minutes 37 Seconds West for a distance of 442.89 feet; thence along said proposed easement and the arc of said curve 443.54 feet to the point of tangency of said curve; thence South 32 Degrees 04 Minutes 59 Seconds West a distance of 884.32 feet to the point of curvature of a curve to the left, having a radius of 2235.00 feet, the chord of which is South 16 Degrees 47 Minutes 04 Seconds West for a distance of 1179.41 feet; thence along the arc of said curve 1193.54 feet to the point of tangency of said curve; thence South 1 Degree 29 Minutes 09 Seconds West a distance of 430.61 feet to the south boundary of said FW Developers tract; thence leaving said proposed easement and along said south boundary North 89 Degrees 00 Minutes 45 Seconds West a distance of 20.00 feet to a #5 rebar set on the proposed right-of-way of the Proposed North and South Connector; thence leaving said south boundary and along said proposed right-of-way North 1 Degree 29 Minutes 09 Seconds East a distance of 430.79 feet to a #5 rebar set at the point of curvature of a curve to the right, having a radius of 2255.00 feet, the chord of which is North 16 Degrees 47 Minutes 04 Seconds East for a distance of 1189.96 feet; thence along the arc of said curve 1204.22 feet to a #5 rebar set at the point of tangency of said curve; thence North 32 Degrees 04 Minutes 59 Seconds East a distance of 884.32 feet to a #5 rebar set at the point of curvature of a curve to the left, having a radius of 2345.00 feet, the chord of which is North 26 Degrees 48 Minutes 02 Seconds East for a distance of 431.80 feet; thence along the arc of said curve 432.41 feet to the POINT OF BEGINNING.

The above described tract contains 1.36 acres (59037.5 sq.ft.)

And also

Commencing at the center of the north boundary of Section 35, Township 3 South, Range 3 West of the Huntsville Meridian; thence North 88 Degrees 53 Minutes 42 Seconds West a distance of 31.74 feet to a #5 rebar with a cap stamped "Garver Engineers CA#445" (typical) set on the proposed right-of-way of the proposed North and South Connector, said point being the Point of Beginning having established grid coordinates of (N) 1545542.48, (E) 361137.36 of Zone East of the Alabama State Coordinate System;

Thence along said proposed right-of-way and the arc of a curve to the right, having a radius of 2255.00 feet, the chord of which is South 27 Degrees 13 Minutes 38 Seconds West 381.77 feet, for a distance of 382.23 feet to a #5 rebar set at the point of tangency of said curve; thence South 32 Degrees 04 Minutes 59 Seconds West a distance of 884.32 feet to a #5 rebar set at the point of curvature of a curve to the left, having a radius of 2345.00 feet, the chord of which is South 16 Degrees 47 Minutes 04 Seconds West for a distance of 1237.46 feet; thence along the arc of said curve 1252.28 feet to a #5 rebar set at the point of tangency of said curve; thence South 1 Degree 29 Minutes 09 Seconds West a distance of 431.57 feet to a #5 rebar set on the south boundary of said FW Developers tract; thence leaving said proposed right-of-way and along said south boundary North 89 Degrees 00 Minutes 45 Seconds West a distance of 20.00 feet to a point on a proposed Public Utility and Drainage Easement; thence leaving said south boundary and along said proposed easement North 1 Degree 29 Minutes 09 Seconds East a distance of 431.74 feet to a #5 rebar set at the point of curvature of a curve to the right, having a radius of 2365.00 feet, the chord of which is North 16 Degrees 47 Minutes 04 Seconds East for a distance of 1248.01 feet; thence along the arc of said curve 1262.97 feet to a #5 rebar set at the point of tangency of said curve; thence North 32 Degrees 04 Minutes 59 Seconds East a distance of 884.32 feet to a #5 rebar set at the point of curvature of a curve to the left, having a radius of 2235.00 feet, the chord of which is North 27 Degrees 19 Minutes 37 Seconds East for a distance of 370.62 feet; thence along the arc of said curve 371.05 feet to a point on the north boundary of said FW Developers tract; thence leaving said proposed easement and along said north boundary South 88 Degrees 53 Minutes 42 Seconds East a distance of 21.48 feet to the POINT OF BEGINNING.

The above described tract contains 1.35 acres (59004.77 sq.ft.)

